

NIQA

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ABDEL-HAKIEM CAID,
Plaintiff,

vs.

AL SHARIF DAVIS, LYFT, INC. and
STEADFAST INSURANCE COMPANY
Defendants.

Civil Action No.


19 2145

FILED

NOTICE OF REMOVAL

TO: THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

MAY 17 2019

KATE B. RICHMAN, Clerk
By  Dep. Clerk

Defendant, Lyft, Inc. ("Lyft") by and through its attorneys, Dickie, McCamey & Chilcote, P.C., hereby files this Notice of Removal of the above-captioned matter from the Court of Common Pleas of Philadelphia County, the jurisdiction which is now pending, to the United States District Court for the Eastern District of Pennsylvania, and in support thereof avers as follows:

1. This action was commenced by a Complaint in the Court of Common Pleas of Philadelphia County, Pennsylvania at April Term, 2019, Number 1348.
2. The Complaint was filed on April 9, 2019 and served upon Lyft on April 17, 2019.
3. The Complaint seeks damages for personal injury, as well as first party medical benefits, as a result of a motor vehicle accident occurring on April 10, 2017. *See* Exhibit A.

4. At the time this action was commenced and continuing to the present, Lyft is a Delaware corporation with its principal place of business at 185 Berry Street, #5000, San Francisco, CA 94107.

5. At the time this action was commenced and continuing to the present, Defendant, Steadfast Insurance Company ("Steadfast") is a Delaware corporation with its principal place of business located at 1299 Zurich Way, Schaumburg, IL 60196.

6. At the time this action was commenced and continuing to the present, Defendant, Al Sharif Davis ("Davis") is an adult individual and a citizen, domiciliary, and resident of New Jersey, with a residence at 1116 Adriatic Avenue, Atlantic City, NJ 08401.

7. At the time this action was commenced and, upon information and belief, continuing to the present, Plaintiff is an adult individual residing at 7313 Palmetto Street, Philadelphia, PA 19111, who is a citizen and domiciliary of Pennsylvania.

8. The Complaint alleges that, as a result of the subject accident, Plaintiff sustained, *inter alia*, a right distal radius fracture requiring surgical repair, an ulnar styloid fracture, headaches, and various other injuries. *See* Exhibit A, ¶ 12.

9. The Complaint alleges that Plaintiff's claimed injuries are permanent. *See* Exhibit A, ¶ 13.

10. The Complaint alleges that Plaintiff has sustained a loss of earnings, and may sustain a loss of earnings in the future. *See* Exhibit A, ¶ 15.

11. The Complaint alleges that Plaintiff has suffered pain, mental anguish and emotional distress. *See* Exhibit A, ¶ 16.

12. The amount in controversy is alleged in the Complaint to exceed the sum of Fifty Thousand Dollars (\$50,000.00).

13. Under 28 U.S.C. § 1446(c)(2)(A)(ii), Defendant Lyft asserts the amount in controversy exceeds \$75,000 because Plaintiff is permitted by state practice to recover damages in excess of the \$50,000 demanded as a money judgment.

14. Upon information and belief, the amount in controversy, as alleged based on the nature of the permanent injuries claimed, and without admitting to the existence or merit of same, exceeds Seventy-Five Thousand Dollars (\$75,000.00).

15. Defendant Davis, also by and through undersigned counsel, consents to the removal of this action.

16. Defendant Steadfast, also by and through undersigned counsel, consents to the removal of this action.

17. The present lawsuit is removable from the state court to the District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. §§ 1332(a)(1), 1441(a).

18. Venue is proper in the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in the judicial district.

19. Copies of all process, pleadings and orders that have been received by Lyft are filed herewith and attached collectively hereto as Exhibit A.

20. This Notice is timely, being filed within thirty (30) days of service of the Complaint on Defendant Lyft.

WHEREFORE, Defendant, Lyft, Inc., respectfully requests the above-captioned matter now pending against it in the Court of Common Pleas of Philadelphia County be removed to the United States District Court for the Eastern District of Pennsylvania.

Date: 5/15/19

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'A. Perry', is written over a horizontal line.

Jeffrey H. Quinn, Esquire (PA ID No.: 46484)
jquinn@dmclaw.com

Allison L. Perry, Esquire (PA ID No.: 306568)
aperry@dmclaw.com

Dickie, McCamey & Chilcote, P.C.
1650 Arch Street, Suite 2110
Philadelphia, PA 19103
Telephone: 215-925-2289
Attorneys for Defendants

NIQA

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ABDEL-HAKIEM CAID

vs.

AL SHARIF DAVIS, LYFT, INC. and
STEADFAST INSURANCE COMPANY

Civil Action No.

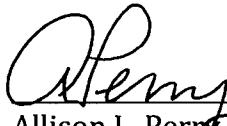
19 2145

AFFIDAVIT

Allison L. Perry, Esquire, being sworn according to law deposes and says that she is the counsel for Defendant, Lyft, Inc. in the within matter; and that she has read the foregoing Notice of Removal and believes it to be true and correct, to the best of her knowledge, information and belief.

Date: 5/15/19

Respectfully submitted,



Allison L. Perry, Esquire (PA ID No. 306568)
aperry@dmclaw.com

Dickie, McCamey & Chilcote, P.C.
1650 Arch Street, Suite 2110
Philadelphia, PA 19103
Telephone: 215-925-2289
Attorneys for Defendants

FILED

MAY 17 2019

KATE B. RYAN, CLERK

NIOA

IN THE UNITED STATES DISTRICT COURT
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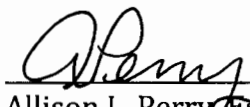
19 2145

PROOF OF FILING

I, Allison L. Perry, Esquire, hereby certifies that a copy of the foregoing Notice for Removal has been filed via electronic filing with the Prothonotary of the Court of Common Pleas of Philadelphia County on _____.

Respectfully submitted,

Date: 5/15/19



Allison L. Perry, Esquire (PA ID No.: 306568)
aperry@dmclaw.com

Dickie, McCamey & Chilcote, P.C.
1650 Arch Street, Suite 2110
Philadelphia, PA 19103
Telephone: 215-925-2289
Attorneys for Defendants

FILED

2019

KIRWAN, Clerk

Dep. Clerk

NIOA

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ABDEL-HAKIEM CAID

vs.

AL SHARIF DAVIS, LYFT, INC. and
STEADFAST INSURANCE COMPANY

Civil Action No.

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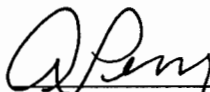
CERTIFICATE OF SERVICE

I, Allison L. Perry, Esquire, hereby certify that a copy of the attached has been served upon the following individual by first class, United States mail, postage pre-paid this 17th day of May, 2019.

Michael A. Etkin, Esq.
Law Offices of Michael A. Etkin & Associates
4961 Oxford Avenue
Philadelphia, PA 19124

Respectfully submitted,

Date: 5/15/19



Allison L. Perry, Esquire (PA ID No.: 306568)
aperry@dmclaw.com

Dickie, McCamey & Chilcote, P.C.
1650 Arch Street, Suite 2110
Philadelphia, PA 19103
Telephone: 215-925-2289
Attorneys for Defendants

FILED

MAY 17 2019

KATE W. KIRK

By

DICKIE, McCAMEY & CHILCOTE, P.C.

1650 Arch Street

Suite 2110

Philadelphia, PA 19103

(215) 925-2289

By: Jeffrey H. Quinn, Esquire

Identification No. 46484

By: Allison L. Perry, Esquire

Identification No. 306568

Attorneys for Defendants

ABDEL-HAKIEM CAID

VS.

AL SHARIF DAVIS,

LYFT, INC. AND

STEADFAST INSURANCE COMPANY

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:
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:
:

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

APRIL TERM, 2019

NO: 1348

NOTICE OF REMOVAL

TO: PROTHONOTARY OF THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY:

Pursuant to 28 U.S.C.A. §1446(e), Lyft, Inc. files herewith a copy of the Notice of Removal, which was filed in the United States District Court for the Eastern District of Pennsylvania on _____.

Respectfully submitted,

Date: 5/15/19



Jeffrey H. Quinn

Allison L. Perry

Attorneys for Defendants

MAJOR CASE
NON-JURY TRIAL DEMANDED

ASSESSMENT OF DAMAGES
IS REQUIRED

LAW OFFICES OF MICHAEL A. ETKIN & ASSOCIATES
BY: MICHAEL A. ETKIN, ESQUIRE
IDENTIFICATION NO. 17898
4961 OXFORD AVENUE
PHILADELPHIA, PA 19124
215-535-2009
metkin@etkinandassoc.com

ATTORNEY FOR Plaintiff

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

ABDEL-HAKIEM CAID
7313 Palmetto Street
Philadelphia, PA 19111

VS.

AL SHARIF DAVIS
1116 Adriatic Avenue
Atlantic City, NJ 08401

AND

LYFT, INC.
185 Berry Street
Suite 5000
San Francisco, CA 94107

AND

STEADFAST INSURANCE COMPANY
1400 Americane Lane
Schaumburg, IL 60196

APRIL TERM 2019

NO.

CIVIL ACTION - NEGLIGENCE - CODE NO. 2V - MOTOR VEHICLE ACCIDENT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
(215) 238-6333

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta presentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se advierte que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademais, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

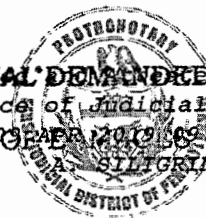
Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

ASOCIACION DE LICENCIADOS DE FILADELFA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
ONE READING CENTER
FILADELFA, PENNSYLVANIA 19107
(215) 238-6333

MAJOR CASE

NON-JURY TRIAL DEMAND by the
Office of Judicial Records

ASSESSMENT OF APPEAL 2019 05:29 am
IS REQUIRED



LAW OFFICES OF MICHAEL A. ETKIN & ASSOCIATES

BY: MICHAEL A. ETKIN, ESQUIRE

IDENTIFICATION NO. 17898

4961 OXFORD AVENUE

PHILADELPHIA, PA 19124

215-535-2009

metkin@etkinandassoc.com

ATTORNEY FOR Plaintiff

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

ABDEL-HAKIEM CAID

7313 Palmetto Street

Philadelphia, PA 19111

VS.

AL SHARIF DAVIS

1116 Adriatic Avenue

Atlantic City, NJ 08401

AND

LYFT, INC.

185 Berry Street

Suite 5000

San Francisco, CA 94107

AND

STEADFAST INSURANCE COMPANY

1400 Americane Lane

Schaumburg, IL 60196

APRIL TERM 2019

NO.

CIVIL ACTION - NEGLIGENCE - CODE NO. 2V - MOTOR VEHICLE ACCIDENT

1) Plaintiff, Abdel-Hakiem Caid, is an adult individual residing at the above captioned address.

2) Defendant, Al Sharif Davis, (Davis), is an adult individual residing at the above captioned address.

3) Defendant, Lyft, Inc., (Lyft), is a Delaware corporation authorized to do business and engaged in business in the Commonwealth of Pennsylvania with its business office located at the above captioned address.

4) Defendant, Steadfast Insurance Company, (Steadfast), is a foreign corporation authorized to do business in the Commonwealth of Pennsylvania with its business office located at the above captioned address.

5) At all times relevant hereto defendant Lyft , a transportation network company, was engaged in on-demand ride sharing services to the general public within the City of Philadelphia and the Commonwealth of Pennsylvania.

6) At all times relevant hereto defendant Davis was the agent, servant, workman or employee of defendant Lyft and was engaged in the course and scope of his agency, employment and/or authority on behalf of said defendant.

7) At all times relevant hereto defendant Davis was the owner of a 2016 Kia Rio, registered in the State of New Jersey, that was being utilized for his ride sharing services as a driver for defendant Lyft.

8) At all times relevant hereto defendant Davis was engaged in ride sharing services on behalf of defendant Lyft in accordance with the Lyft terms of service.

9) At all times relevant hereto defendant Davis was logged into the digital network of Lyft and had fare paying passengers in the said vehicle that he was transporting to their destination.

10) At all times relevant hereto defendant Davis was the operator of the said vehicle that was involved in a pedestrian knockdown accident with the plaintiff that occurred on or about April 10, 2017.

11) On or about April 10, 2017 at or about 7:30 p.m. defendant Davis was operating his vehicle northbound on Kelly Drive at or near its intersection with Sedgley Drive, in the City and County of Philadelphia, Commonwealth of Pennsylvania, when suddenly and without warning and due solely to the negligence and carelessness of the defendants, the said operator disregarded a red traffic signal and struck the plaintiff, a pedestrian, as he was crossing Kelly Drive. As a result of said accident plaintiff sustained serious and permanent personal injuries as more fully described hereinafter.

12) As a result of this accident plaintiff has suffered injuries which are serious and permanent, including but not limited to headaches; right distal radius fracture requiring surgical repair; ulnar styloid fracture; cervical spine strain and sprain; anterior chest wall contusion; right shoulder strain and sprain; right Achilles strain and sprain; pain in right hip; pain in right knee; diverse scrapes, abrasions and lacerations; depressive disorder; anxiety and insomnia; severe damage to his nerves and nervous system and various other ills and injuries.

13) As a further result of this accident plaintiff has suffered an injury which may be in full or in part a cosmetic disfigurement which is or may be permanent, irreparable and severe.

14) As a further result of this accident plaintiff has been compelled to expend various sums of money for medicine and medical attention in an attempt to alleviate and cure the aforesaid injuries and was prevented from attending to his usual duties and occupation all to his great financial loss and detriment.

15) As a further result of this accident plaintiff has and will for an indefinite time in the future suffer a severe loss of his earnings and impairment of his earning capacity all to his great financial loss and detriment.

16) As a further result of this accident plaintiff has suffered severe physical pain, mental anguish, psychological and emotional distress and humiliation, and he will continue to suffer same for an indefinite time in the future.

17) As a further result of this accident plaintiff has suffered a loss of the enjoyment of his usual duties, life pleasures, and activity all to his great loss and detriment.

COUNT I - NEGLIGENCE
ABDEL-HAKIEM CAID V. AL SHARIF DAVIS

18) Plaintiff incorporates herein each and every allegation contained in paragraphs 1 through 17 inclusive as if same were fully set forth.

19) This accident resulted solely from the negligence and carelessness of the defendants.

20) The negligence and carelessness of the individual defendant consisted of the following:

- a) Failing to properly operate and control his vehicle;
- b) Failing to maintain a proper lookout;
- c) Driving at an excessive rate of speed under the circumstances;
- d) Failing to maintain the assured clear distance ahead;
- e) Driving while distracted;
- f) Failing to be vigilant and to maintain sufficient control of said vehicle;
- g) Violations of the Local Ordinances and Statutes governing the operation of motor vehicles upon the streets and highways, in violation of 75 Pa. C.S.A., including but not limited to the following:

- i) §3111 - Obedience to traffic control signals;
- ii) §3112 - Traffic control signals;

iii) §3361 - Driving vehicle at safe speed;

iv) §3714 - Careless driving;

v) §3736(a) - Reckless driving.

WHEREFORE, plaintiff, Abdel-Hakim Caid, demands judgment against defendants, Al Sharif Davis and Lyft, Inc., in an amount in excess of Fifty Thousand Dollars, (\$50,000.00), plus costs.

COUNT II - NEGLIGENT HIRING, SUPERVISION AND/OR RETENTION
ABDEL-HAKIM CAID V. LYFT, INC.

21) Plaintiff incorporates herein each and every allegation contained in paragraphs 1 through 20 inclusive as if same were fully set forth.

22) That at all times relevant hereto defendants entered into a contractual relationship whereby defendant Davis would provide ride sharing services to members of the general public through a mobile application of defendant Lyft which enabled users of said service to arrange and schedule transportation services.

23) That pursuant to said contractual relationship defendant Lyft provided to defendant Davis a license to access and use the application provided and serviced by defendant Lyft to obtain ride sharing passengers who would pay a fare through the said mobile application of defendant Lyft.

24) That defendant Davis agreed to the terms of the contractual relationship and became a licensee of defendant Lyft and at all times relevant hereto maintained an active personal user services account.

25) That defendants were engaged through their transportation network in the business of ride sharing services to the general public.

26) That defendant Lyft either permitted and/or approved defendant Davis to be part of its transportation network and to carry members of the general public in a ride sharing service.

27) That defendant Lyft either permitted and/or approved the vehicle of defendant Davis to be utilized in its transportation network and to carry members of the general public in a drive sharing services.

28) That defendant Lyft permitted defendant Davis to operate on its behalf when it knew or reasonably should have known that defendant Davis was inexperienced, unlicensed, unqualified, unsafe, unfit, and/or a careless driver.

29) That defendant Lyft was further negligent and careless in that it permitted its agent, servant, workman or employee, defendant Davis, to operate a vehicle on its behalf and within its authority, direction, control and/or right of control when it knew or should have known of said individual's unsafe and/or dangerous propensities in the performance of his job duties.

30) That defendant Lyft was further negligent and careless in that it failed to properly screen, train and/or supervise its agents, servants, workmen or employees including defendant Davis, to determine that they were safe, capable and adequate drivers.

31) That defendant Lyft knew or should have known that its failure to ensure that its agents, servants, workmen or employees, including defendant Davis, were safe, capable and adequate drivers could result in injuries to the general public, including the plaintiff herein.

WHEREFORE, plaintiff, Abdel-Hakim Caid, demands judgment against defendants, Al Sharif Davis and Lyft, Inc., in an amount in excess of Fifty Thousand Dollars, (\$50,000.00), plus costs.

COUNT III - FIRST PARTY BENEFITS
ABDEL-HAKIEM CAID V. LYFT, INC. AND STEADFAST INSURANCE COMPANY

32) Plaintiff incorporates herein each and every allegation contained in paragraphs 1 through 31 inclusive as if same were fully set forth.

33) That at all times relevant hereto defendant Steadfast was the insurer for defendant Lyft.

34) That at all times relevant hereto defendants were required, in accordance with 66 Pa. C.S.A. §2603.1 and 53 Pa. C.S.A. §57A07, to provide first party benefits to pedestrians, such as the plaintiff, injured by drivers of a transportation network, such as defendant Lyft.

35) That at the time of accident as defendant Davis was engaged in a pre-arranged ride with fare paying passengers, plaintiff is entitled, per statute, to first party medical benefits, as required by 75 Pa. C.S. §1711, in the amount of \$25,000.00.

36) That plaintiff as a result of the injuries sustained in said accident suffered serious and permanent personal injuries requiring extensive medical care.

37) That the medical bills of the plaintiff were incurred for accident related medical care that was reasonable, necessary and appropriate and the charges for same are fair and reasonable.

38) That defendants were placed on written notice of plaintiff's claim and in response defendants assigned a claim representative and assigned claim number: LYFT31172C1.

39) That defendants failed and refused in accordance with plaintiff's request to forward an application for benefits to forward same and have not paid medical benefits on behalf of the plaintiff.

40) That as a direct result of defendants' failure to pay first party medical benefits on behalf of the plaintiff, plaintiff has retained the services of an attorney to collect said benefits.

41) That in accordance with 75 Pa. C.S. §1716, et seq, plaintiff is entitled to recover attorney fees, costs and interest from the defendants.

42) That defendants have undertaken a course of action, without justification, and have failed to pay medical benefits on behalf of the plaintiff which he is entitled to receive, in contradiction of the Pa. statutes.

WHEREFORE, plaintiff, Abdel-Hakim Caid, demands judgment against defendants, Lyft, Inc. and Steadfast Insurance Company, in an amount in excess of Fifty Thousand Dollars, (\$50,000.00), plus attorney fees, costs and interest.

LAW OFFICES OF MICHAEL A. ETKIN
& ASSOCIATES

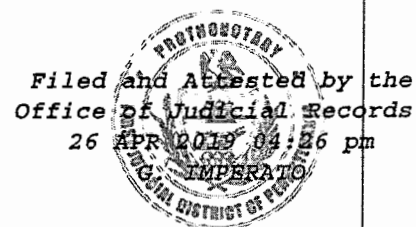
BY: /s/ MICHAEL A. ETKIN
MICHAEL A. ETKIN, ESQUIRE
Attorney for Plaintiff,
Abdel-Hakim Caid

VERIFICATION

The undersigned, having read the attached pleading, hereby verifies that the within pleading is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not of signer. Signer verifies that he has read the within pleading and that it is true and correct to the best of signer's knowledge, information and belief. To the extent that the contents of the pleadings are that of counsel, verifier has relied upon counsel in taking this Verification. This Verification is made subject to the penalties of 18 Pa. C. S. Sec. 4904, relating to unsworn falsification of authorities.

ABDELHAKIM CAID
ABDEL-HAKIEM CAID

DICKIE, McCAMEY & CHILCOTE, P.C.
1650 Arch Street
Suite 2110
Philadelphia, PA 19103
(215) 925-2289
By: Jeffrey H. Quinn, Esquire
Identification No. 46484
By: Allison L. Perry, Esquire
Identification No. 306568
Attorneys for Defendants



ABDEL-HAKIEM CAID	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
VS.	:	
	:	
AL SHARIF DAVIS,	:	APRIL TERM, 2019
LYFT, INC. AND	:	
STEADFAST INSURANCE COMPANY	:	NO: 1348

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter our appearance as counsel for the defendants, Al Sharif Davis, Lyft, Inc.
and Steadfast Insurance Company, in the above captioned matter.

DICKIE, McCAMEY & CHILCOTE, P.C.

Jeffrey Quinn

BY: _____

JEFFREY H. QUINN, ESQUIRE
ALLISON L. PERRY, ESQUIRE
Attorney(s) for Defendants

DICKIE, McCAMEY & CHILCOTE, P.C.
1650 Arch Street
Suite 2110
Philadelphia, PA 19103
(215) 925-2289
By: Jeffrey H. Quinn, Esquire
Identification No. 46484
By: Allison L. Perry, Esquire
Identification No. 306568
Attorneys for Defendants

ABDEL-HAKIEM CAID	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
VS.	:	
	:	
AL SHARIF DAVIS,	:	APRIL TERM, 2019
LYFT, INC. AND	:	
STEADFAST INSURANCE COMPANY	:	NO: 1348

DEMAND FOR JURY TRIAL

TO THE PROTHONOTARY:

Defendants, Al Sharif Davis, Lyft, Inc. and Steadfast Insurance Company, above named hereby demand a jury trial in the above captioned matter. Said jury to consist of 12 jurors.

DICKIE, McCAMEY & CHILCOTE, P.C.

Jeffrey Quinn

BY:

JEFFREY H. QUINN, ESQUIRE
ALLISON L. PERRY, ESQUIRE
Attorney for Defendants

NIQA

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ABDEL-HAKIEM CAID

vs.

AL SHARIF DAVIS, LYFT, INC. and
STEADFAST INSURANCE COMPANY

Civil Action No.

19 2145

ORDER

AND NOW, this _____ day of _____, 2019, upon consideration of the Petition of Defendant, Lyft, Inc., and any response thereto, it is hereby ORDERED and DECREED that Defendant's Petition is granted and the action of Abdel-Hakiem Caid v. Al Sharif Davis, Lyft, Inc. and Steadfast Insurance Company, April Term, 2019, number 1348, is removed from the Court of Common Pleas of Philadelphia County, Pennsylvania and is transferred to the United States District Court for the Eastern District of Pennsylvania.

BY THE COURT:

UNITED STATES DISTRICT JUDGE